



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re patent application of

**Dominic BERTA et al.**

Serial No. **10/577,270**

Filed **April 26, 2006**

For **POLYPROPYLENE COMPOSITION**

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) **Art Unit 4171**  
)  
) **Examiner J. S. Lenihan**  
)  
)

Mail Stop Amendment  
Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TRANSMITTAL LETTER**

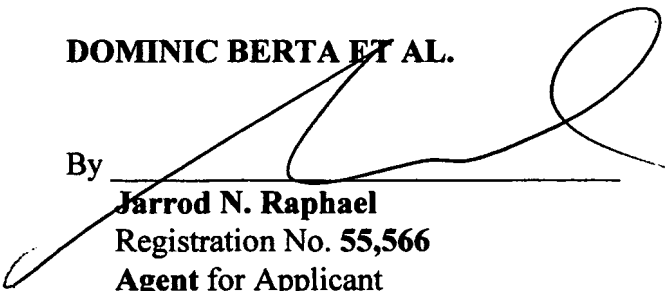
Submitted herewith for filing in the U.S. Patent and Trademark Office are the following:

- ☒ Postcard
- ☒ Transmittal Letter
- ☒ Petition for Extension of Time (2 pages) (in duplicate)
- ☒ Response and Amendment (17 pages)
- ☒ Attachment A – Amendment to the Claims (5 pages)
- ☒ Attachment B – (i) Copy of Assignment (3 pages)  
(ii) Copy of Patent Assignment printout (1 page)
- ☒ Supplemental Information Disclosure Statement (2 pages)
- ☒ Form **PTO-1449** (3 pages) (w/enclosures)

Respectfully submitted,

**DOMINIC BERTA ET AL.**

By

  
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**Agent for Applicant**

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Date: **January 9, 2009**

04262006  
patdocs/assign  
(Joint Inventor)

Serial No. **10/577,270**  
Filed **April 26, 2006**

**ASSIGNMENT**

WHEREAS, we **Dominic A. BERTA**  
**Giampaolo PELLEGATTI**

residents respectively of:  
**210 E. Cobblefield Court, Newark, Delaware, 19711, USA;**  
**Via Ca Nova 4, Baura (FE) 44032, Italy**

have invented certain new and useful improvements in **POLYPROPYLENE COMPOSITIONS** described in a patent application executed by us respectively on the 27<sup>th</sup> day of **April 2006**, the 7<sup>th</sup> day of **June 2006** and identified as Case **FE 6143 (US)** and of which improvements, in and for the United States, its territories, dependencies, and possessions, and for all foreign countries, we are now the sole owners; and

WHEREAS, **BASELL POLIOLEFINE ITALIA s.r.l.** a corporation duly organized and existing under and by virtue of the laws of Italy, and having its principal office and place of business in Milan, Italy, is desirous of acquiring the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said improvements, application, invention or inventions, and any Letters Patent that might be granted therefor or thereupon; the said **Basell Poliolefine Italia s.r.l.** its successors and assigns, being hereinafter referred to as "**BASELL**".

NOW, THEREFORE, be it known that for good and valuable consideration by us received from said **BASELL**, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to and unto **BASELL** our entire right, title and interest, for and in the United States, its territories, possessions and dependencies, and for and in all foreign countries, in and to:

- (1) Said invention or inventions, and, in, to and under the above-identified patent application, and
- (2) All improvements and modifications of said invention or inventions which we solely or jointly have made or conceived, or shall make or conceive while we are employed by **BASELL**, and

- (3) All Letters Patent which may be granted by the United States of America, and countries foreign thereto, for or upon said application, invention or inventions, or said improvements or modifications, and in, to and under all reissues and extensions of said Letters Patent, and in, to and under all renewals, divisions, substitutes and continuations of the aforesaid application, and of any application filed in any country for any improvement or modification mentioned in clause (2) above;

and we hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States of America on the said invention or inventions to **BASELL** as assignee of the entire interest therein.

The inventions and the improvements and modifications mentioned in clauses (1), (2) and (3), above, are hereinafter referred to collectively as "said inventions."

And, for the above-mentioned considerations, we do hereby covenant and agree:

FIRST: That we or either of us will promptly and fully disclose to **BASELL** all such improvements and modifications invented by us, or either of us, and we will freely, fully and promptly communicate (in writing if requested) to **BASELL**, or its nominee, all facts, information and evidence possessed or known by or available to us which concern "said inventions," and, at the request of **BASELL**, that we or either of us will testify in interferences and other legal proceedings which may involve "said inventions".

SECOND: That we or either of us will render **BASELL**, at its expense, all assistance which in its sole opinion is necessary to obtain and enforce patent protection in the United States, its territories, dependencies and possessions, and countries foreign thereto, for "said inventions". If we are not employed by **BASELL**, a reasonable per diem charge shall be paid by **BASELL** for the time spent by us in such connection.

THIRD: That we or either of us will, at the request and at the expense of **BASELL**, but without further compensation therefor, execute - (a) any and all original, divisional, continuation, substitute, renewal or other applications for Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, for "said inventions," (b) any and all applications for the reissue or extension of any Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, that may be granted upon said application or for "said inventions," and (c) all assignments and other papers that **BASELL** may deem necessary or expedient to secure the grant of each and all of said Letters Patent to **BASELL**, or its nominee, and to protect and vest in **BASELL** the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for foreign countries, in and to "said inventions" and Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries.

IN TESTIMONY WHEREOF, we have hereunto set our hands respectively.

Date: April 27, 2006

  
Dominic A. BERTA

Date: June 7, 2006

  
Giampaolo PELLEGGATTI

ATTACHMENT B (i)



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## Assignments on the Web &gt; Patent Query

## Patent Assignment Abstract of Title

**NOTE: Results display only for issued patents and published applications.  
For pending or abandoned applications please consult USPTO staff.**

## Total Assignments: 1

Patent #: NONE

Issue Dt:

Application #: 10499182

Filing Dt: 06/16/2004

Publication #: 20060047071

Pub Dt: 03/02/2006

Inventors: Anteo Pelliconi, Camillo Cagnani

Title: Impact-resistant polyolefin compositions

## Assignment: 1

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Recorded: 06/16/2004

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: PELLICONI, ANTEO

Exec Dt: 05/11/2004

CAGNANI, CAMILLO

Exec Dt: 05/11/2004

Assignee: BASELL POLIOLEFINE ITALIA S.P.A.

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Search Results as of: 01/06/2009 12:23 PM

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